RANCHO QUITO #3

H. E. Smith
Saratoga Title Property.

SAN JOSE ABSTRACT CO.
SAN JOSE, CAL.

Abstract

of

The Title to those two certain pieces

or parcels of land, situate, lying and being in the County of Santa Clara, and State of California, forming a portion of the Rancho Commonly known as the Cuito Rancho, and bounded and particularly described as follows, to wit; Commencing at a stake standing in the Chaparral at the Southwest corner of the tract of land formerly occupied by the colored man David Adams, marked "L.4" and running thence South 32.50 chains along the United States Township line to a Sycamore tree three feet in diameter marked "L.5" thence S. 42° E. 7.30 chains to a post marked "L.6" standing in the center of the road from Santa Clara to McCarlysville, thence S. 40° W. 3.90 chains to a post marked "K.6" also in the center of said road at the corner of Howicans land, thence East along the line of Howicans land 37 chains to a stake marked "K.1" in the center of a road at the N. W. corner of Gardners land, thence N. along the center of said road, which is 40 feet wide, 37.37 chains to a stake at the inter-section of the road to McCarlysville marked "M.3", thence along said last named road 53° W. 2 chains to a stake in the center thereof marked "M 2 W", thence N. 47½° W. along a fence 5.33 chains to the beginning 155 acres of land.

Beginning at [illegible]

force and virtue until the 30 [illegible] other certain pieces [illegible] and to the terms of [illegible]

[illegible] marked "L.O"
standing upon [illegible] being a corner on the West line of S. D. [illegible]
tract and running thence S 42° E. 7.30 chains to a
stake in the center of the McCarleysville Road marked
"L.O1" thence S. 40° W. 3.90 chains to a stake marked
"R.6" standing in the center of said road, thence
S. 35° W. 4.50 chains to a stake marked "R.7" thence
S 50° W. 32.15 chains to a stake in the center of
said Road; thence N 43° W 43 links to a stake
marked "N.9", thence N. 4° W 8.80 chains to a
sycamore tree eight inches in diameter marked
"O 1" thence N 15° W. 18.00 chains to a stake mark-
ed "O.3" in the Chaffpeel, thence S 86° E. 13.75
chains to a stake marked "O.5" in the center of
said Lulo Creek, from which a sycamore tree four
feet in diameter bears N. 86° W. 30 links, thence
down the center of the Channel of said creek follow-
-ing its meanderings and in a Northeasterly direction
18.20 chains to the place of beginning, excepting and
reserving therefrom 9.04 acres heretofore sold to
W. S. Rucker et-als, and Recorded in Book X
of deed Pages 133 & 134, also the tract conveyed to
E. M. Hunt, containing about 5 acres

Soledad B de Arguello and
Jose Ramon Arguello
To
S. M. Meges

Power of Attorney

Dated Feby 26th 1855

To take possession of all lands &c whatsoever in the State of California whereof we now have or may hereafter, and to grant, bargain and sell any part or parcel thereof for such sum or price and on such terms as to him shall seem meet, and for us and in our name place and stead to make execute, acknowledge and deliver good and sufficient deeds and conveyances either with or without Covenants or Warranty

To receive all sums of money &c and execute and deliver sufficient discharges and acquittances therefor, with full Power of Substitution and Revocation

This Letter of Attorney is intended to be supplimental to a certain other letter of Attorney made and executed by us the said Soledad B de Arguello and Jose Ramon Arguello to the said S. M. Meges bearing date the first day of January 1853, and Recorded in the Office of the Recorder of said County of San Francisco in Book 3. Power of Attorney page 541, and shall be and remain irrevocable and in full force and virtue until the 31st December 1863 Inst and the terms of said letter of

Attorney last above mentioned

(Signed) Mª Soledad D. de Arguello (R S)

J. R. Arguello (R S)

Witness

S. J. Thorp

Ackmonᵈ Feby 26ᵗʰ 1855

Before S. J. Thorp Cl. P

Recorded July 3ᵈ 1862

Liber "A" Powers of Atty Pg 482

Soledad D. de Arguello
Gov. Ramon Arguello and
S. M. Meyes
to
Slaughter D. Pinkard

Deed

Dated Dec. 23. 1863

Cons $2950

Grant, bargain and sell convey and confirm unto second party and to his heirs and assigns forever, all that certain piece or parcel of land, forming a portion of the Rancho commonly known as the Laits Rancho and situate in the County of Santa Clara, which, according to a survey made thereof by Charles S. Hadley Surveyor on the 12th day of December A. D. 1863. is bounded and described as follows, Commencing at a stake standing in the Chaparral at the South West corner of the tract of land formerly occupied by the Colored man David Adams marked "L. 4" and running thence S 32 chains and fifty links along the United States Township line to a Sycamore tree three feet in diameter marked "L. 5" thence S. 42° E. seven chains and thirty links to a post marked "L. A. I." standing in the center of the road from Santa Clara to McCarlysville thence S 40° West 3.90 chains to a post marked "K. 6" also in the center of said road at the corner of Dourecans land, thence East along the line of said Dourecans land 37.00 chains to a stake marked "K. I" in the center of a road at the North West Corner of Gardeners land, thence North along the center of said road

which is 40 feet wide 37.37 chains to a stake at the intersection of the road to McCarlysville marked "M.3" - thence along said last named road S 53° W. 2.00 chains to a stake in center thereof marked "M.2.& W" thence N.47½° W along a fence 5.93 chains to a stake, thence West 34 chains and 79 links to the place of beginning containing 155 acres of land, Courses true

(Signed)

Soledad B. de Arguello (Seal)
By her Attorney in fact
S. M. Meyes
Jose Ramon Arguello (Seal)
By his Attorney in fact
S. M. Meyes
S. M. Meyes (Seal)

Acknowd Dec. 23d 1863
Before Tyler Beach N.P.

Recorded Dec. 23d 1863
Liber "R" of Deeds ff 713

S. O. de Arguello
Jose Ram Arguello
R. M. Grunwell Mrs
S. M. Meyers
Do
W. J. Rucker
D. B. Bailey S S
J. Graves S
J. M. Swinford Mrs S
W. C. Overfelt S

Deed

Dated Feby 16th 1867

Cons $400.

Grant, bargain and sell, convey and confirm unto second parties their heirs and assigns forever, all that certain piece &c described as follows, to wit; Beginning at a stake marked "C-5" in the center of Campbells Creek and running thence N. 86° W. 6 chains & 55 links to a post mark "C-1", thence S. 27° W. 4 chains 27 links to a sycamore tree 2 feet in diameter marked "C-2" thence S 44½° W 5 chains & 28 links to a stake marked "C-3" on the East line of the lands of Graham thence along said line S 15° E 4 chains & 70 links to a stake marked "C-4" in the center of said Creek, thence along said creek S 50° E. 3 chains 43 links to an alder tree standing on the East bank of Creek and marked "C-5", thence N. 53° East 4 chains and 76 links to a live oak tree marked C-C. thence N 14¼° E. 4 chains & 86 links to a white oak 12 inches in diameter marked C-7. thence N. 38° W 3 chains and 19 links to a post marked C-8,

thence N 1½° W. 2 chains and 37 links to a tree stump marked C.G. standing on S. bank of said Creek, thence down said Creek N. 58° E 4 chains and 50 links to the place of beginning, containing 9 4/100 acres, Courses all true, Mag. Var 16° E

(Signed) S.B. de Arguello (Seal)
By her Atty. in fact S.M. Meyes
J.R. Arguello (Seal)
By his Atty in fact S.M. Meyes
S.M. Meyes (Seal)
R.M Grunwell (Seal)

Acknowd 7 Feby 16th 1867
Before J.H. Logan N.P

Recorded 7 Feby 16th 1867
Liber X of Deeds ffs 133.

L. M. Meges
To
Sidney L. Johnson

Power of Attorney

Dated June 17th 1867

For me and in my name place and stead and for my use and benefit, to ask demand sue for recover and receive all sums of money debts &c, also to bargain and agree for, buy sell, Mortgage, hypothecate, and in any and every way and manner &c, generally and with power of substitution

(Signed) L. M. Meges Seal

Acknowd June 17th 1867
Before Henry Haight N.P.
City & County of San Francisco

Recorded July 19th 1867
Liber B of Powers of Atty p. 167

S. M. Meges
To
Sidney L. Johnson

Substitution Under
Power of Attorney

Dated June 18th 1867

Whereas S. O. de Arguello and Jose Ramon Arguello by their several letters of Attorney, one of which was dated Jany 1st 1853 Recorded Nov 4th 1853 in San Francisco County, Leber 3 Powers of Attorney page 541. And the other dated Feby 26th 1855, Recorded in same County Leber 5 Powers of Attorney pp 165 on Feby 26th 1855, and also recorded in Santa Clara County Records July 3d 1862 in Book "A" of Powers of Attorney pp 482 did constitute me their Attorney for the purposes and with the Powers in said letters of Attorney at large contained and expressed.

Know Ye that I the said S. M. Meges by virtue hereof, and of the power of substitution in said letters appearing, have substituted and deputed Sidney L. Johnson to be the lawful and sufficient Attorney of the said S. O. de Arguello and Jose Ramon Arguello with all and every power and authority of acting in the name stead and to the use of the said Soledad and Jose Ramon granted to me by their said letters of Attorney which I can lawfully exercise and delegate. Hereby ratifying and confirming all that said Johnson May do &c

(over)

Acknowd June 18th 1867

Before Henry Haight Ex-Gov
San Francisco County

Recorded July 19th 1867
Liber "B" of Powers of Attorney pp 167

S. B. de Arguello
Jose Ramon Arguello &c
S. M. Meges
By their Attorney in
fact Sidney L. Johnson
to
Oswald Schulé

Deed

Dated Nov 4th 1867

Cons $785 00

Grant, bargain and sell, convey and confirm unto second party and to his heirs and assigns forever, All that certain lot of land, bounded and particularly described as follows, to wit; By a line commencing at a Sycamore tree marked "L. O." standing upon the East bank of the Arroyo Leuto, being a corner on the West line of S. D. Pinkards tract, and running thence South 42° E 7 chains & 30 links to a stake in the center of the McCartysville road marked "L. O. 1" thence S 40° W 3 chains & 90 links to a stake marked "K. 6" standing in the center of said road, thence S 35° W 4 chains & 50 links to a stake marked "K. 7", thence S 50° W 32 chains & 15 links to a stake in the center of said road, thence N 43° W 43 links to a stake marked "N. 9", thence N 4° W 8 chains & 80 links to a sycamore tree 8 inches in dia marked "O I", thence N 15° W 18 chains to a stake marked "O. 3" in the Chaparal thence S. 86° E 13 chains and 75 links to a stake marked "O. 5" in the center of said Leuto Creek from which a sycamore

Same description as that Mortgage to Swinnerton

tree 4 feet in dia bears N 86° W 30 links, thence down the center of the channel of said Creek following its meanderings in a North Easterly direction 18 chains & 25 links to the place of beginning, containing 54 25/100 Acres of land, Courses true, Mer Mag Var 16° East, excepting however from the above described tract a tract of 9 4/100 acres conveyed by the said parties of the first part and R. M. Greenwell to W. T. Rucker et als

(Seal)

S. O. de Arguello [Seal]
By her Attorney Sidney L. Johnson
J. R. Arguello [Seal]
By his Atty Sidney L. Johnson
S. M. Mezes [Seal]
By his Attorney Sidney L. Johnson

Acknowd Nov 4th 1867
Before Henry Haight N.P.
City & County of San Francisco

Recorded Nov. 5th 1867
Liber J of Deeds Pg 459

Oswald White

To

Henry Harris

Mortgage

Dated Nov. 5th 1867

To secure payment of $800

Covers the 54.25 acres in question

Rec'd Nov. 5th 1867

Liber K of Mortgages Pg 118

Satisfied in full on Margin

of Records Jany 4th 1868

Oswald White

to

Henry Davis

Mortgage

Dated Jany 14th 1868

To secure payment of $1000

&c

Covers 54.28 Acres in Question

Recd Jany 4th 1868

Liber "K" of Mortgages Pp 339

Satisfied in full on Margin

of Records Jany 23d 1869

Slaughter D Pinkard
To
Hannah Simmons

Deed

Dated August 2nd 1868

Cons $5425 00

Grant, bargain and sell, convey and confirm unto second party, her heirs and assigns forever, All that certain lot piece or parcel of land, situate lying and being in the County of Santa Clara, State of California, and bounded and particularly described as follows, to wit;- forming a portion of the Rancho commonly known as the Santa Rancho and is bounded and described as follows; Commencing at a stake standing in the Chaparral at the Southwest corner of the tract of land formerly occupied by the colored man David Adams marked L. 4 and running thence South 32.50 chains along the United States Township line to a Sycamore tree three feet in diameter marked L. 5, thence South 42° E 7 chains and 30 links to a post marked "L. 61", standing in the center of the road from Santa Clara to McCarleysville, thence S 40° W 3 chains and 90 links to a post

X

Same as deed to Pinkard

marked "K-6," Also in the center of said road at the corner of Hausecans land, thence East along the line of Hausecans land 37 chains to a stake marked "K-1" in the center of a road at the N. W. corner of Gardners land, thence S along the center of said road which is 40 feet wide, 37 chains 37 links, to a stake at the intersection of the road to McCartysville marked "M 3", thence along said last named road 53° W. 2 chains to a stake in the center thereof marked "M-2- & W", thence N. 47½° W. along a fence 5.93 chains to a stake, thence W 34.79 chains to the place of beginning, containing 155 acres

(Signed)

S. D. Pinkard (Seal)

Acknowd August 3d 1868

Before R. J. Barnett, J.P.

San Jose Township

Recorded August 3d 1868

Liber 11 of Deeds Pg. 52

Oswald White
To
E. M. Hunt

Deed

Dated Jany 7th 1868

Cons $500

Remise, release and quit claim unto second party and to his heirs and assigns forever, all that certain piece &c being a part of the Lucito Rancho, bounded and described as follows, to wit; South by road leading from McCartysville, East by land owned by O White, North by Camp ground and creek, West by land owned by F.C. Hunt

(Signed)

Oswald White (Seal)

Acknowd Jany 29th 1868

Before M. Leavenworth, County Recorder

Recorded Jany 29th 1868

Liber 8 of Deeds Pk 209

Oswald White
To
Orrin Simmons

Deed

Dated October 19th 1868

Cons $3100

Remise, release and quit-claim unto second party, his heirs and assigns forever, all that certain piece or parcel of land, lying and being situate in the County of Santa Clara and State of California, and bounded as follows, to wit;

Beginning at a sycamore tree marked "L. O" standing upon the East bank of the Arroyo Zuelo, being a corner on the West line of S. D. Pinkard's tract and running thence S 42° E. 7.30 chains to a stake in the center of the McCartyville Road marked "L. O I," thence S. 40° W. 3.90 chains to a stake marked "R. 6" standing in the center of said road, thence S. 35° W 4.50 chains to a stake marked "R. 7" thence S 50° W 32.15 chains to a stake in the center of said Road; thence N 43° W 43 links to a stake marked N. 9, thence N 4° W 8.80 chains to a sycamore tree eight inches in diameter marked "O. 1," thence N. 15° W 18.00 chains to a stake marked "O. 3" in the Chaparral, thence S. 86° E. 13.75 chains to a stake marked "O. 5" in the center of said Zuelo Creek, from which a sycamore tree four feet in diameter bears N 86° W 30 links, thence down the center of the Channel of said creek following its meanderings and in a Northeasterly direction 18.20 chains to the place of beginning, excepting and reserving therefrom 9.04

Same description as deed to White

acres heretofore sold to W. J. Rucker et als and Recorded in Book X of deeds page 133 & 134, Also the tract conveyed by party of first part to E. M. Hunt and recorded in Book 8 Page 209 Records Santa Clara County and containing about 5 acres, said party of first part to pay Mortgage now on same

(Signed) A. White (Seal)

Achnc. Oct 19th 1868

Before R. J. Barnett J. P.

Recorded Oct 19th 1868

Liber 12 of Deeds Pg 110

Wm Simmons
To
Oswald White

Mortgage

Dated Oct 19th 1868

To secure payment of $3100

&c

Covers land of property in question

Recorded Oct 19th 1868
Liber "M" of Mortgages Pg 98

Satisfied in full on
Margin of Records Jany 23d 1869

Soledad O de Arguello

To

Jose R. Arguello

Power of Attorney

Dated Feby 14th 1870

To sell barter exchange or dispose of any real Estate of which I am now seized or possessed in fee simple or for any less estate to any person or persons for any price or in any manner whatsoever and for them purposes to execute and acknowledge any deed or deeds lease or leases, or other assurance or assurances, with General Covenant of warranty against all persons, or any other covenants whatsoever, as he may deem expedient, to purchase any real Estate on my account in fee simple or otherwise, at any price or any exchange whatsoever and for them purposes to receive confirm make and execute any contracts, deeds, conveyances or other instruments whatsoever

Full power of Substitution and also ratification

Acknowd Feby 14th 1870

Before John Erkson N P

Recorded Feby 19th 1870

Liber B of Powers of Atty Pg 311

S. O. de Arguello Md
J. R. Arguello
To
Oswald White

Deed

Dated June 21st 1870

Cons $1.00

Grant, bargain and sell, convey and confirm unto second party, and to his heirs and assigns forever, all that certain piece or parcel of land lie more particularly described and bounded as follows, to wit; Be a line Commencing at a sycamore tree marked "L. O" standing upon the East bank of the "Arroyo Seco" being a corner on the West line of S. D Pinkards tract, and running thence South 42° E 7. 30 chains to a stake in the center of the Watsonville Road marked "L. O 1" thence S 40° W. 3.90 chains to a stake marked "K. 6" standing in the center of said Road, thence S 35° W 4.50 chains to a stake marked "K. 7", thence S. 50° W 32. 15 chains to a stake in the center of said Road, thence N. 43° W 43 links to a stake marked "N. 9" thence N 4° W 8.80 chains to a sycamore tree 8 inches in diameter marked "O I" thence N 15° W. 18 chains to a stake marked "O. 3" in the Chaparell, thence S. 86° E. 13.75 chains to a stake marked "O 5" in the center of said "Seco Creek" from which a sycamore tree 4 feet in diameter bears thence N 86° W 30 links, thence down the center of the channel of said Creek following its meanderings in

North Easterly direction 18.25 chains to the place of beginning containing 51 28/100 acres of land, excepting however from the above described tract of land, a tract of 9 4/100 acres, conveyed by the said parties of the 1st part to W. J. Rucker et als by Deed dated Feby 16th 1867. &c

And this indenture is made by said parties of the first part for the purpose of quieting and removing certain doubts as to the validity of a certain Deed of Conveyance Executed to said party of the second part by Sidney L. Johnson acting as the Attorney in fact for said parties of the first part and Recorded in Liber Y of Deeds page 459. in Records of the County of Santa Clara

(Signed) S. A. de Arguello Seal
By her Atty in fact
J. R. Arguello
J. R. Arguello Seal

Acknowd June 21st 1870
Before John Johnson N. P.

Recorded June 22d 1870
Liber 17 of Deeds pg 599.

Orrin Simmons
By Collector
To
R. P. Thompson

Certificate of Tax Sale

Dated Feby 28th 1878

Affects 195 Acres of land bounded North by land of Spangler, East by County Road, South by land of Howican West by land of Morrison

X Sold for State and County Taxes for the year 1877-8 to R. P. Thomson for $107 84/100

Recorded March 5th 1878
Liber 1 of Tax Sales Pg 301

Marginal Entry
Redeemed by W. A. January
August 10th 1878
(Signed)
W. R. Hardy
By Thos Oakes Deputy Recorder

Taxes Paid except 1878-9 Assessment not
complete

No Judgment Liens

X

San Jose, Cal.
Aug. 10th 1878
W. J. Colahan
Searcher of Records

Continuation

of

Foregoing Abstract so far as the

Acts of Orin Simmons and Hannah Simmons

his wife, are concerned

Hannah Simmons &c
Wm Simmons
To
W. C. Williams

Deed

Dated August 29th 1878

Cons $690

Grant, bargain and sell, convey and confirm, unto Second Party, and to his heirs and assigns forever, all that certain piece or parcel of land lying and being in the County of Santa Clara &c, bounded and described as follows, to wit; Beginning at the N. W. Corner of J. Hamreans land at a stake marked N. W. standing in the center of the Saratoga Avenue and running thence along the center line of said Avenue N 39° 35' E 9.- chains, N 34° E. 5.65 chains to a stake leaving said Road running South 56° E. 10.40 chains to the center of a small Arroyo, thence up the center of said Arroyo in a Southerly direction to the intersection with the fence line between lands of J. Hammecem and Simmons, thence along said fence line S 89° 40

W. 14.26 chains to the place of beginning containing 11.50 Acres, Courses true Var 16 1/2 E. Also a free Coure of the water through said land

(Sgd) Hannah Summons (Seal)
Wm Summons (Seal)

(Copy of Acknowledgement)

State of Cal
County of Santa Clara } ss. On this 31st day of August A.D. 1878. before me C. M. Burleson a N. P. in and for the said County of Alameda personally appeared Wm Summons and Hannah Summons, his wife &c,

In Witness Whereof I have hereunto set my hand &c in the said County of Santa Clara &c

(Signed) C. M. Burleson N.P.
Oakland, Alameda County

Rec'd Sept 19th 1878
Liber 50 of Deeds Pg 135

Hannah Simmons and
Wm Simmons, her husband
To
Mary A. Hamilton

Deed

Dated Oct 2d 1878

Cons $570

Grant, bargain and sell, convey and confirm, unto second party and to her heirs and assigns forever, all that certain piece or parcel of land lying &c in the County of Santa Clara &c, bounded and described as follows, to wit; Beginning at a 2 by 3 post marked L. W. 1. in the center of the Saratoga Avenue and at the Easternmost Corner of the 5428 chain tract conveyed by O. White to O Simmons and from which Stake a 6 by 6 fence post marked W. P. L. 1. bears N 42½ W 37½ links and running thence along the center of the Saratoga Avenue N 39° 35' E 565 chains and N 34. E 4.94 chains to a stake thence at right angles to the last named line N 56 W 9.05 chains to the center of the Arroya Leita, thence up the center of said creek with the following Courses

and distances S 55° W 1.28 chains N 76. W 2.40 chains and S 34. W 1.00 chain to the intersection of said center line of said creek with the E line of Willis Morrisons land, thence along E-line of said land S 0° 5' W 7.24 chains to a Sycamore 4 feet diameter marked L. C. and being the S. E. Corner of said Morrisons land and the N.E Corner of Reasons land, thence along N. E line of Reasons land S 42½ E 7.37 chains to the place of beginning, containing 9.50 Acres and being a part of the Simmons tract in the Lentz Rancho, County Line, Bar 16 + 5 E. P. Also the water not used to have free passage through the land

(Signed) Hannah Simmons (seal)
Orin Simmons (seal)

Ack^d Oct 7th 1878
Before C. M. Burleson N. P.
Oakland, County of Alameda

Rec^d Nov. 2. 1878
Liber 46 of Deeds Pg 409.

Brian Simmons

To

Everett P. Fellows

Bond for Deed

Dated Oct 7th 1878

Witnesseth; that the said party of the first part for and in consideration of the sum of $50. in gold coin to him in hand paid, and of the further sum of $950 to be fully paid in U.S. gold coin as hereinafter mentioned, has contracted and agreed to sell to the said party of the second part all that certain lot or piece of land situated in Santa Clara County Cal, and more particularly described as follows, commencing at a stake in the center of Saratoga Avenue leading from Saratoga to Santa Clara, and running thence westerly 12.91 chs to the center of Campbell creek to a stake marked K.1 thence following the meanderings of said Creek Southerly 15.04 chs to a stake marked C.G. thence at right angles 11.67 chs to the center line of Saratoga Avenue, and thence at right angles

to the place of beginning containing 16.90 acres of land in the Summons tract as surveyed by Herman Bro. Courses true bar 16.45 E. S.

And the said party of the first part agrees to execute and deliver a good and sufficient conveyance of the said land upon the payment by the said party of the second part his heirs &c of the said sum of $950, with interest at the rate of 10% per annum in payments for the said land as follows, That is to say, on the 7th of November 1878, the sum of $50. in U.S. Gold Coin and the interest that may accrue at 10% per year and also $50. Gold Coin on (with same interest) the 7th of each month following until the said $950 shall have been so paid fully to complete this contract unto the said first party his heirs &c, and the party of the second part his heirs &c, covenants and agrees to and with the parties of the first part that the party of the second part will pay the said several sums as they severally become due &c

And it is further agreed between

the parties of these presents that if default be made in fulfilling this agreement &c, said party of the first part his heirs and assigns shall be at liberty to consider this contract as forfeited and annulled and to dispose of the said land to any other person (after the space of 30 days) in the same manner as if this contract had never been made &c

(Signed)

Wm Simmons (L.S.)

E. P. Fellows (seal)

Ackn.d Oct.r 14th 1878

Before Saml Murphy N.P.

City & County of San Francisco

Rec.d Oct.r 15th 1878

Liber H of Miscellaneous Pg 46

Orrin Simmons and
Hannah B. Simmons his wife
To
Hannah F. Meason and
Esther Meason

Deed

Dated Augt 10th 1878

Cons $450

Grant, bargain and sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all that certain piece or parcel of land lying and being in the County of Santa Clara &c, bounded and described as follows, to wit; Beginning at a "2 x 3" stake marked L.B.1. in the center of the Saratoga Road and at the Southernmost corner of the 54.28 acre tract conveyed by O White to O. Simmons by deed dated Oct 19th 1868 Pr which stake a "6x6" fence post marked W.P.L. bears N 42½° W dist 37½ lks and running thence along the center of Sd Saratoga Road S 39° 35' W 6.67 chains and S 37½ W 0.63 chains to a stake marked B.1. Pr which a "2x3" post marked W.P.B.1. bears N 39° W 37½ links; thence leaving said Road and running N 39° W

10.60 chains to a post marked B.2. in center of the Arroyo Zanjo, thence down the center of said Arroyo Zanjo with the following courses and distances, N 81¾° E 1.95 chs, N 66½° E 2.59 chs, N 33½° E 1.72 chs and N 86° E. 1.08 chs to a Syc mrkd L.B. at the Southernmost Corner of W. Monsons land, and the easternmost Corner of the 54.28 acs tract conveyed by O White to B. Simmons by deed dated October 19th 1868, thence along the E line of sd tract S 12½° E 7.37 chs to place of Beginning, containing 6 acres Courses true, Var 17° E, and further we the parties of the second part allow the Flume and water now running through the place to still run & continue to run to an indefinite term

(Signed)

. Orrin Simmons Seal

Hannah B. Simmons Seal

Ackn^d Augt 18th 1878

Before B. F. Clayton N.P.

Rec^d Augt 18th 1878

Liber 29 of Deeds Pg 518

Wm Simmons and
By his wife Hannah B. Simmons
To
Geo C. Mendel

Bond for Deed

Dated ... Oct 18th 1878

Witnesseth; that the said parties of the first part in consideration of the sum of $50.00 in gold Coin of the U.S. to them in hand paid by the party of the second part and for the further sum of $328 in Gold Coin of the U.S to be fully paid as hereinafter mentioned have agreed & contracted to sell the said party of the second part, all those certain pieces of land of 5.20 acres on the North side of Saratoga Avenue leading from Santa Clara to Saratoga in Santa Clara County, State aforesaid and two acres of land lying on the South side of said Avenue and more particularly described as follows, to wit; Commencing at a stake marked 1/4 in the center of Saratoga Avenue for which a "2x3" inch willow post marked W.P.F. bears N 56° W dist 1 1/2 Links and a live oak 8 inches in dia marked B.F.F

bears N 25½° W dist 94 links and running thence along the N. E. line of Hamiltons land N 56° W 9.00 chs to the center of the Luis Creek, thence down the center of said Creek in a Northeasterly and Southwesterly direction to the intersection of a fence line, thence along said fence line S 54° 25' E 5.06 (5.36) chains to the center of Saratoga Avenue at a stake marked S. 5 for which a 2 x 3 inch witness post marked W. P. S. 5 bears N 25 W dist 47 links and a live oak 14 inches in dia, marked B. T. S. 5 bears N 86½ W. dist 90 links, thence along the center of said Saratoga Avenue S 34° W 4.97 chains to the place of beginning, containing 5.20 acres, Courses true Var. 16° 45' E. and being a part of the Simmons tract in the Luis Rancho. Also beginning at the Northernmost corner of the 11.50 acre tract sold by O. Simmons to W. C. Williams at a stake marked M. 2. standing in the center of Saratoga Avenue and for which stake a 2 x 3 inch witness post marked W. P. M. 2. bears S 56° E dist 47 links and a live oak 8 inches in diameter marked B. T. M. 2 bears S 53¾° E. distance 46 links, and running thence along the N. E. line of Johnsons land S 56° E 10.44 chs to a stake marked

N·2 standing in the center of a small arroyo and from which a 2×3 witness post marked W·P. N·2. bears N 56° W· 1·50 chs, thence down the center of said Arroyo in an Easterly direction to a stake marked M·C. from which a 2×3 inch witness post marked W·P. M·6. bears N 56° W. dist 25 links, thence leaving said Arroyo and running N 36° W· 11·44 chains to a stake marked M·5 in the ℄ of said Saratoga Avenue from which a 2×3 inch witness post marked W·P M·5. bears S 56° dist 16½ links, thence along the center of said Avenue S 56° E dist 16½ links, thence along the center of said Avenue S 34° W 1·80 chains to the place of beginning, containing 2 acres and being a part of the Simmons tract in the Leals Rancho, Courses true bar 16·45· E·

And the said parties of the first part agree to execute and deliver a good & sufficient conveyance of the said land upon the payment by the said party of the second part his heirs &c, of the said sum of $324. with interest thereon at the rate of 10% per year in payments for the said land in manner as follows, That is to say, on the 1st Nov· A·D· 1879. the sum of $109.33⅓, also on 1st Nov· A·D· 1880· $109.33⅓ and

on the 1st Nov A.D. 1881 $109.33⅓ all in Gold Coin, and said interest to be paid at the same time that said principal is paid in like Gold Coin unto the said parties of the first part &c, and the party of the second part for himself &c, covenants and agrees to and with the parties of the first part &c, that the party of the second part will pay the said several sums as they severally become due with interest &c

And it is further agreed between the parties to these presents, that if default be made in fulfilling this contract or agreement or any part thereof on the part of the said party of the second part, then the said parties of the first part their heirs &c, shall be at liberty to consider this contract as forfeited and annulled, and after the space of 30 days after the default of any payment as aforesaid to dispose of the said land to any other person in the same manner as if this contract had never been made &c

(Signed) Orrin Simmons Seal

Hannah B. Simmons Seal

Ack^d Oct^r 22^d 1878

Before C. M. Burleson N.P.

Oakland, County of Alameda

Rec^d Oct^r 25^d 1878

Liber H. of Miscellaneous pp 51

Brin Simmons 2nd
Hannah Simmons his wife
To
E. J. Hahn

Bond for Deed

Dated Oct 15th 1878

Witnesseth; that the said parties of the first part for and in consideration of the sum of $50. in Gold Coin to them in hand paid and of the further sum of $475 in gold Coin to be fully paid as hereinafter mentioned, Has contracted and agreed to sell to the said party of the second part, all that certain piece or parcle of land, situate &c in the County of Santa Clara &c, and more particularly described as follows, to wit; Beginning at a post standing at the intersection of the center line of Saratoga Avenue with the center line of the McCall road at a post marked marked 3. and running thence along said road in the center S 52¾ W 12.45 chains to a stake marked M. 4. por which a wild Coffee tree 6 inches in diameter marked B. T. M. 4. bears S 69¾ E 52 links distant

and running thence at right angles to the above center line S 37¼° E 13.67— to a stake marked M. S. standing in the center of a small Arroyo, thence down the center of said Arroyo to the intersection with the center line of the McCall road, thence along the said line of said road N¼° E 18.42 chains to the place of beginning, containing 10 acres and being a part of the Simmons tract in the Limitó Rancho, Courses true. Var 16.45 E. Together &c

And the said parties of the first part Agrees to execute and deliver a good and sufficient conveyance of the said land upon the payment by the said party of the second part his heirs or assigns of the said sum of $475 with interest thereon at the rate of 10% per year in payment for the said land in manner as follows, That is to say, on the 15th October A.D. 1879 the sum of $100. and on the 15th October 1880. $100, and on the 15th October 1881 $100, and on the 15th Oct 1882. $100 also on the 15th October 1882, the sum of $75 all in Gold Coin, the said interest to be paid at the same time that said respective

payments are made unto the said parties of the first part &c, And the party of the second part &c, covenants and agrees to and with the party of the first part that the party of the second part will pay the said several sums as they severally become due with the interest thereon &c, And it is further agreed — the parties to these presents that if default be made in fulfilling this agreement or any part thereof on the part of the said party of the second part, then the said party of the first part his heirs and assigns shall be at liberty to consider this contract as forfeited and annuled and to dispose of the said land to any other person in the same manner as if this contract had never been made &c

(Signed) Orrin Simmons (L.S)
Hannah Simmons (L.S)

Acknd Oct 25th 1878
Before C. M. Burleson J.P.
Oakland, Alameda County
(Ors)

Recd Octr 30th 1878

Liber of Miscellaneous Pp

Orrin Simmons and
Hannah Simmons, his wife
To
Arthur G Teague

Bond for Deed

Dated Oct 20th 1878

Witnesseth, that the said parties of the first— for and in consideration of the sum of $137.50 in Gold Coin to them in hand paid by the party of the second part, and the further sum of $650, Gold Coin to be fully paid as hereinafter mentioned by said party, Has contracted and agreed to sell to the said party of the second part, all that certain piece or parcel of land situate lying and being in the County of Santa Clara St, and more particularly described as follows, to wit; Beginning at a point distant S 52¾ W 12.45 chains from the intersection of the center line of the Saratoga Avenue with the McCall road and running thence along the center line of said Avenue S 52¾ W 11.49 chains to a stake marked "M" per which a L. Oak 12 inches in diameter Marked, B. T. M, bears

S 45° E 1-11 chs, thence at right angles to said last mentioned course S 37¼ E. 13.25 chains to a stake marked "M 1" in the center of a small arroyo, thence along the center of said arroyo in a N. E. direction to the S. W. corner of E. Hahns land, thence along the west line of said land N 37¼° W. 13.67 chains to the place of beginning, containing 15 acres and being a part of the Simmons tract in the Luis Rancho, Courses true, Var 16.45° E

Together &c

And the said party of the first part agrees to Execute and deliver a good and sufficient conveyance of the said land upon the payment by the said party of the second part his heirs or assigns of the said sum of $650 with interest thereon at the rate of 10% per annum in payment for the said land in manner as follows, that is to say on the 15th day of November 1879 the sum of $150, on the 15th day of Nov. 1880 $150, on the 15th day of Nov. 1881, $150, on the 15th day of November 1882 $150, on the 15th day of Nov. 1883 $150, all in Gold Coin of United States, the said interest

to be paid annually, at the same time said notes become due in like Gold Coin, unto the said parties of the first part their heirs and assigns. And the party of the second part for himself his heirs and assigns covenants and agrees to and with the parties of the first part that the party of the second part will pay the said several sums as they severally become due with the interest thereon and any and all taxes and assessments now existing or that may hereafter be levied upon said land prior to the conveyance thereof as aforesaid.

And it is further agreed by the parties to these presents that if default be made in fulfilling this agreement or any part thereof on the part of the said party of the second part, then the said parties of the first part their heirs and assigns shall be at liberty to consider this contract as forfeited and annulled and to dispose of the said land to any other person in the same manner after the space of thirty days as if this contract had never been made and time is hereby expressely agreed and declared to be of the essence

of this contract

(Signed) Orrin Simmons (Seal)

Hannah Simmons (Seal)

Ackd Oct 29th 1878

Before C. M. Burleson N. P.

Alameda County

Recorded Nov 13th 1878

Liber H of Miscellaneous Pg 79

Orin. Simmons 2nd
Hannah Simmons, his wife
To
Jh. A. Hamilton

Bond for Deed

Dated Nov. 4th 1878

Witnesseth, That the said parties of the first part for and in consideration of the sum of $202.50 in gold coin, to them in hand paid and the further sum of $480 in gold coin to be fully paid as hereinafter mentioned has contracted and agreed to sell to the said party of the second part all that certain piece and parcel of land, situate lying and being in the County of Santa Clara &c, and more particularly described as follows, to wit; Beginning at a stake marked "M" standing at the wester-most Corner of A. G Feiguis land in the center of Saratoga Avenue distant S 52¾° W 23.94 chs from the intersection of the center line of the Saratoga Avenue with the center line of the McCall road, and from which stake a 2 x 3 witness post marked

W. P. M. bears S 37¼° E distant 52 links and a L. O. 12 inch in diameter marked B. L. M. bears S 48° E distant 1.11 links and running thence along the line of A. G. Teigues land S 37¼° E 13.25 chains to the center of small Arroyo, thence along the center line of said Arroyo in a S. Wly direction to Easternost Corner of G. C. Mendells land at a 2x3 witness post marked M. C. for which a 2x3 Stake marked W. S. C. bears N 56° W. 25 links, thence along N. E line of said Mendels land N 56° W. 11.44 chs to the center of the Saratoga Avenue at a Stake marked M. S for which a 2x3. witness post marked W. P. M. 5, bears S 56° E distant 47 links, thence along the center line of Sarate Avenue N 34° E 2.46 chs W 35° 5 E 5.02 W W 50½° E. 4.00 chs and N 52¾° E 14/100 chains to the place of beginning containing 13 acres, Courses true Var 16° 45' E. Being a part of the Simmons tract in the Peido Rancho.

And the said parties of the first part agrees to execute and deliver a good and sufficient conveyance of the said land upon the pay-

-ment by the said party of the second part her heirs and assigns of the said sum of $480 with interest thereon at the rate of 10% per year in payments for the said land in manner as follows, that is to say, on the 4th day of Nov. 1879 the sum of $160, on the 4th day of Nov. 1880 the sum of $160, on the 4th day of Nov. 1881 the sum of $160, all in Gold Coin of United States, the said ten per cent interest to be paid annually in like Gold Coin, and the said parties of the first part their heirs and assigns and the party of the second part for herself her heirs and assigns, covenants and agrees to and with the parties of the first part that the party of the second part will pay the said several sums as they severally become due with the interest thereon and any and all taxes and assessments now existing or that may hereafter exist or be levied upon said land prior to the conveyance thereof as aforesaid, and it is further agreed the parties of these presents that if default be made in fulling this agreement or any part thereof on the part of the said party of the second part, then the said parties of the first part their heirs and assigns shall be at

liberty to consider this contract as forfeited and annulled (and after the space of 30 days) and to dispose of the said land to any other person in the same manner as if this contract had never been made and time is hereby expressely agreed and declared to be of the essence of this contract

(Signed) Orrin Simmons (Seal)
Hannah Simmons (Seal)

Ackd Nov. 5th 1878
Before C. M. Burleson N.P.
Alameda County

Recd Nov. 7th 1878
Liber H of Miscellaneous pp. 75

Orrin Simmons and
Hannah Simmons, his wife
to
John H. Ellsworth

Deed

Dated Nov 4th 1878

Cons $3000.

Grant, bargain and sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land lying and being in the said County of Santa Clara, &c, bounded and described as follows, to wit; Beginning at the Common Corner of lands of O. Simmons and J Spangler in the center of the Saratoga Avenue and running thence along the center line of said Avenue S 52¾° W 23.70 chains, S 50½° W 4 chs S 35° 5' W. 5.02 chains to a stake marked S .S. at the Easternmost corner of George C Mendells land, for which a witness post marked W. P. S. 5 bears N 54° 25' W 47 links and a live oak 14 inches in diameter marked B. T. S. bears N 86½° W. 90 links, thence along the East fence line of said Mendells land

N 34° 25' W 5.36 chains to the center of the Arroyo Leuito, thence along the center of said Creek in a Northerly and Westerly direction to the intersection with the East line of Willis Morrisons land, thence along East fence line of said land N 0° 5' E 24.86 chains to the North East corner of said land, thence along the fence line on the North side of the Simmons tract S 89° 55' E 34.91 chains to a corner in fence marked L. 3. thence still along said fence and along line between lands of O Simmons and J Spangler S 47½ E 5.68 chains to the place of beginning, containing 56.63/100 Acres Courses true bar 16.45 E, being a portion of the Simmons tract in the Leuito Rancho

(Sgd) Orrin Simmons (Seal)
Hannah Simmons (Seal)

Ack^d Nov 5th 1878
Before C. M. Burleson J.P
Alameda County

Rec^d Dec 28th 1878
Liber 50 of Deeds pp 594

J. H. Elsworth

To

Orrin Simmons

Mortgage

Dated Nov. 4th 1878

To secure payment of three certain promissory notes in the words and figures following, to wit;

One year after date without Grace I promise to pay to Orrin Simmons Esq. or order the sum of $533 33/100 payable only in Gold Coin of the Government of the United States for value received with interest is; at the rate of 1% per cent per month from date until paid, interest payable quarterly

Mortgage note (No signature)

Two years after date without Grace I promise to pay to Orrin Simmons Esq. or order the sum of $533 33/100 payable only in Gold Coin of the Government of the United States, for value received with interest thereon in like Gold Coin at the rate of 1% per

cent per month from date until paid, interest payable quarterly
Mortgage note (No signature)

Three years after date without grace I promise to pay to Orrin Simmons Esq^r or order the sum of $533 33 1/3/100 payable only in Gold Coin of the Government of the United States for value received with interest thereon in like Gold Coin at the rate of 1% per cent per month from date until paid, interest payable quarterly
Mortgage note (No signature)

Covers, all that tract or parcel of land lying and being as follows, to wit; Beginning at the common corner of lands of Orrin Simmons and J Spangler in the center of the Saratoga Avenue and running thence along the center line of said Avenue S 52 3/4° W 23.70 chains, S 50 1/2° W 4.00 chains S 35° 5' W. 5.02 chains to a stake marked S.5. at the Eastern-most corner of Geo C. Mendells land for which a witness post marked M. P. S.5. bears N 54° 25' W. 47 links and a live oak 14 inches in diameter

Marked B. T. S. 5 bears N 86½° W. 90 links thence along the East fence of said Mendells land N 54° 25' West 5.36 chains to the center of the Arroya Zuito, thence along the center of said Creek in a Northerly and Westerly direction to the intersection with the East line of Willis Morrisons land, thence along the East fence line of said land N 0° 5' E 24.85 chains to the North East Corner of said land, thence along the fence line on the North side of the Simmons tract S 89° 55' E 34.91 chains to a corner in fence marked L. 3., thence still along said fence and along line between lands of Orrin Simmons and J Spengler S 47½° E 5.68 chains to the place of beginning, containing 56.63 Acres, Courses true, Var 16.45 E and being a portion of the Simmons tract Zuito Rancho

ack^d Dec^r 28th 1878

Before J. L. Knapp N. P

Rec^d Dec^r 28th 1878

Libe 32 of Mortgages Pg 507

The foregoing Mortgage was Cancelled in

Full on Margin of Record. as follows.
"Satisfied in full this 5th day
of Nov. 1883.
Orrin Simmons"
Attest: J M Pitman Co Recorder
By Henry E. Farmer Deputy

Orin Simmons 2nd
Hannah Simmons, his wife
To
Peter Brown

Bond for Deed

Dated Nov 9th 1878

Witnesseth; that the parties of the first part for and in consideration of the sum of $470, Gold Coin, to them in hand paid by the party of the second part and the further sum of Ten hundred dollars in Gold Coin to be fully paid as herein after mentioned by said party of the second part, has covenanted and agreed to sell to the party of the second part, all that certain piece or parcel of land situate &c, in the County of Santa Clara, State of California, and more particularly described as follows to wit; Beginning at the Common Corner of lands of J Howeon, O Simmons, J Holands and J M Hengoes, in the center of the McCall road to a stake marked N. 1. per which a 12 by 12 fence post marked W. P. N. 1. bears N. 89¼ W 31 link distant, and a W. Post 8 inches in diameter marked, W. P. 1. L. 1. bears S 77° West

98 links, W. 98 links, thence along the fence line between land of O. Simmons and J. Hanison, S 89° 40' W 23.46 chs to a stake marked 10. standing at the intersection of said fence line, with center line of the small arroya, thence along the center line of said arroya in a North Easterly direction to the intersection of the center line of the McCall road, thence along the center line of the McCall road thence along the center line of said road, S. 0° 5' W. 18.86 chs to the place of beginning, containing 28.30 Acres and being a part of the Simmons tract in the Zuiso Rancho, Courses true, Var 16½° East.

And the said parties of the first part further agrees and covenants with the said party of the second part, to make execute and deliver a good and sufficient deed and conveyance upon the payment of the said sum of ten hundred dollars Gold Coin with interest thereon at the rate of 10% per annum said interest to be paid annually in like Gold Coin, in sums as follows, that is to say on the 9th day of Nov-

1879, the sum of $333 33⅓ Gold Coin, on the 9th day of Nov. 1880, the sum of $333 33⅓ Gold Coin on the 9th day of Nov. 1881. the sum of $333 33 1/3/100 Gold Coin, all with interest at the rate of 10% per annum. And the party of the second part covenants and agrees with the parties of the first part to fully pay to the parties of the first part the said several sums as they severally become due with the interest thereon as herein stated and the party of the second part further covenants with the parties of the first part that if default be made in the payment of the said several sums as they severally become due by the party of the second part, then the parties of the first part shall consider this agreement void and shall enter upon and sell said land the same as if this agreement had never been made, and time is hereby expressly agreed by the parties of the first part and the party of the second part to be the essence of this contract.

(Sgd) Orin Simmons (Seal)

Hannah Simmons (Seal)

(over)

Ack^d^ Nov^r^ 26^th^ 1878

Before C. M. Burleson J. P.

Alameda County

Rec^d^ Nov^r^ 30^th^ 1878

Liber H of. Miscellaneous pp 105

E. P. Fellows

To

Chris Simmons

Deed

Dated Dec. 16th 1878

Cons $100

Remise, release and forever quit-claim unto second party and to his heirs and assigns, all that certain lot piece or, of land situate in the County of Santa Clara State of California, and bounded and particularly described as follows, to wit; Commencing at a stake in the center of Saratoga Avenue leading from Saratoga to Santa Clara and running thence westerly 12.91 chains to the center of Campbell Creek to a stake marked R.1. thence following the meanderings of said Creek southerly 15.04 chains to a stake marked C.G. thence at right angles 11.67 chs to the center line of Saratoga Avenue and thence at right angles to the place of beginning, containing 16.90 acres, 16.90 acres of land in the Simmons tract as surveyed by Herman & Bro. Courses true, Var 16.45 E

And the said party of the first part doth for the consideration aforesaid expressly release the said party of the second part from any and all obligations or duty arising out of a certain, certain contract by them executed on the 14th day of October A.D. 1878, and duly recorded in the Recorders Office of Santa Clara County Cal, on the 15th day of October 1878, in Book W. Miscellaneous Records Page No 46, providing for the conveyance of said land above described, said contract having been this day cancelled and the notes therein mentioned being surrendered

(Sgd) Everett P. Fellows (Seal)

Ackd Dec 16th 1878

Before Saml S Murfey N P

City & Co of San Francisco

Recd Dec 18th 1878

Liber 46 of Deeds Pg 603

Sayes

1878-79. Paid

No Judgment Liens

San Jose, Cal

Orrin Simmons & Hannah Simmons his wife and Geo. C. Mendell } Deed

to

Peter Boyle.

Date Sept 5th 1879 Cons $525.00

Conveys property described in bond for deed contained above from Orrin Simmons & Hannah Simmons to G. C. Mendell

Properly acknowledged

November 4th 1879

Continued as against O. Simmons and
Wife and Peter Brown. from Nov 9. 1878.

Orrin Simmons and
Hannah B. Simmons his wife
and George C. Mendel.
To Michael Morrissey.
Deed
Dated May 6. 1879.
Cons $ 120.
Do grant bargain
and sell convey and confirm &c.
The 2 acre tract described in Bond
from Orrin Simmons et wf to Geo. C. Mendel

Ackg^d by O. Simmons et wf May 13. 1879.
Before C. M. Burleson N.P.
Note. This ackg^t is taken as being in
Santa Clara County. Whereas Burleson is a
Notary Public for Alameda Co.

Ackg^t by Geo. C. Mendel May 20. 1879
Before J. L. Knapp N.P.

Recorded May 20. 1879
Liber 62 of Deeds pp 260.

Orrin Simmons and
Hannah Simmons his wife
and George C. Mendell.
To
Peter Boyle.

Deed

Dated Sept. 5, 1879.

Cons $525,

Do Grant, bargain
and sell, convey and confirm unto &c
Describes the 5 20 acre tract in Bond
from O. Simmons and wife. to Geo. C. Mendell

Ackg^d by O. Simmons & wf Sept 6. 1879
Before Jas. R. Capell. N. P.
Alameda County, Cal.

Ackg^d by Geo. C. Mengel Sept 8, 1879
Before G. L. Knapp N. P.

Recorded Sept. 8, 1879
Liber 52 of Deeds. pp 636.

Re. Acknowledgd by G. C. Mendell Sept 8. 1879
Before G. L. Knapp N. P.

Re Recorded Sept 17, 1879
Liber 51 of Deeds pp 490.

Taxes
State and County
1879 & 80 Paid.

No Judgment Liens.

San Jose Cal.
Feb. 7, 1880
at 3.30 o'clk P.M.
Thomas H. Borden
Searcher of Records

Continued

as To

Tract Commencing at a stake in the center of Saratoga Avenue leading to Santa Clara, and running thence Westerly 12.91 chains to the center of Campbell Creek to a stake marked K.1. thence following the meanderings of said Creek Southerly 15.04 chains to a stake marked C. C. thence at right angles 11.67 chains to the center line of Saratoga Avenue, and thence at right angles to the place of beginning, containing 16.90 acres of land. in said Simmons Tract, as Surveyed by Herrmann Bros.

Amin Simmons

To

Jesse Martin Blanchard

Bond for Deed

Dated Oct. 9. 1880.

Bnd to convey to said party of second part. the N.E. one half of the foregoing described tract. on payment of $350 balance

with Inst @ 10% per annum. $100 to be paid on 9th Oct. 1881. $100 on 9th Och 1882, and $100 on 9th Oct. 1883. and $50 on 9th Oct. 1884. and if default be made then party of first part his heirs and assigns shall be at liberty to consider this contract as forfeited and annulled. and to dispose of the said land to any other person. <after the space of 30 days> in the same manner as if this contract had never been made. and time is hereby expressly agreed and declared to be the essence of this contract.

<sgd> Orrin Simmons <seal>

<Blanchard does not sign or ackge>

Ackg^d in Alameda Co. Oct. 13. 1880
Before Newton Benedict N.P.
Recorded Oct. 16. 1880
Liber I of Miscellaneous p. 108.

Omie Simmons
To
Mira Elizabeth Sloat.

Bond for Deed

Dated Jany 14. 1881.

Bond to convey to party of second part. S E one half of 16.40 acre tract. in payment of balance of $300- and Int at 10% per annum payable semi annually. $100. payable Jany 14 1882. $100. payable Jany 14. 1883. and $100. payable Jany 14. 1884 and if not paid to be forfeited and first party shall be at liberty to consider this contract forfeited &c,

(Sgd) Omie Simmons (seal)
(2d party does not sign or ackge)

Ackg^d in Alameda Co. Jany 19. 1881.
Before Newton Benedict N.P.

Recorded Jany 20. 1881.
Liber I of Miscellaneous p. 234

Taxes
State and County
1880 & 81. Paid
1881 & 82. N. part ass^d to Blanchard Paid
S. " " to M. E. Sloat. "

No Judgment Liens -

San Jose Cal^a
Dec. 19. 1881. at. 2.30 P.M
Thomas H. Cordell
Searcher of Records

Continuation as to the interest of J. N. Elsworth described in deed from O. Simmons and wife to J. N. Elsworth dated Nov 4th 1878. Recorded Dec 28th 1878. Liber 50 of Deeds p. 594. Containing 56 63 Acres of land.

Taxes.

State and County

1878-79 to 1882-83 Inclusive Paid

1883-84 Not due and payable.

Balance ass[d] to J. N. Elsworth $12.99

Due on Mortgage 25.51.

No Judgment Liens.

San Jose Cal[a]
November 5th 1883. at 1. o'clock P.M.
Thomas N. Lovell and
Edward Halsey
Searchers of Records

Continuation
of
The Foregoing Abstract.

AS TO

The interest of Jno. H. Ellsworth.

John H. Ellsworth

To

George E. Pinder.

MORTGAGE.

Dated Nov.6,1883.

To secure the payment of $600.

Mortgages premises (Same as in Liber 50 of Deeds page 594, Simmons to Ellsworth)

Recorded Nov.6,1883.

Book 53 of Mortgages page 305.

Satisfied in full on the margin of the record Apl.25, 1888 by Geo. E. Pinder, and duly attested by the County Recorder.

John H. Ellsworth

To

Simon Ellsworth and

Jane Ellsworth,

his wife.

D E E D .

Dated July 5,1888

Cons. $10.

Grant, bargain, sell, convey and confirm unto the second parties, their heirs and assigns forever, all that certain lot, piece or parcel of land situate in the County of Santa Clara, bounded and described as follows:

Beginning at a stake S at the E. corner of land formerly of Geo. C. Mendel, now of one Johnson, from which a stake W.P.S in the North bounds of Saratoga Avenue bears N 54°25' W 0.47 chs and a live oak B.T.S. N 86 1/2° W 0.90 chs; thence along the East line of Johnson's land, N 54° 25' W 5.36 chs thence N 15° W 1.26 chs to center of Arroyo Quito; thence along the center of said Arroyo N 50° W 1.00 chs; N 29° 40'W 1.55 chs, N 79° W 1.33 chs;S 80° W 1.00 chs; S 40° W 0.95 chs S 2 1/2° W 3.43 ch; S 31° W 2.18 ch; S 87° W 1.00 chs; N 79° W 1.80 ch; S 56 3/4° W 1.10 chs and S 28° W 0.44 chs to the intersection with the East line of the Wm. Morrison tract, formerly owned by H.T. Smith and now owned or occupied by one Herriman; thence along said East line N 0° 05' E 24.90 chs to the corner of the "Spangler"land now owned by Wm.Farrington; thence along the line of said land S 89° 55' E 11.52-

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1/2 chs to a stake E. thence S 11° 40'E 18.44 chs to a tree marked with three hacks on South bank of Arroyo Quito; thence S 69° 55' E 3.73 chs to the center of Saratoga Avenue, from which a stake W.P.E. bears ___ 69° 55' W and is 0.49 chs distant in the North fence of Saratoga Avenue; thence along the center of Saratoga Avenue S 50 1/2° W 2.11 chs to an angle; thence still along the center of said Avenue S 35° 05' W 5.02 chs to beginning. Containing 30.87 acres more or less, Courses true. Variation 16° 50' E.

The party of the first part reserves forever the right to build a dam in said Arroyo Quito at or below the point where the easterly line of the parcel of land herein described crosses the same, which shall not raise the water more than four feet at the point where said line crosses said Arroyo; and to flood such lands as said dam may cause the waters of said creek to do, and further grants and conveys to the party of the second part, a right of way to themselves and to their heirs and assigns, from Saratoga Avenue along a strip of land 20 feet wide, extending from the most Easterly corner of said land, and lying Northerly of and parallel to the line of said land, which runs from said E. corner N 69° 55' W 3.73 chs to the land hereinbefore conveyed, said right of way to be shared with the party of the first part, his heirs and assigns, ,and both of said parties and their heirs and assigns, shall equally contribute to the making of a road along said strip of land, and the construction of a bridge across the Arroyo and the maintenance thereof.

Acknd. July 5,1888.

Before H.F. Dusing N.P.

Recorded July 5,1888

Liber 107 of Deeds Page 208.

John H. Ellsworth

To

George E. Pinder.

MORTGAGE.

Dated April 20,1889

To secure the payment of $700. in one year.

Mortgages 32.60 acres, part of the Quito Rancho purchased by mortgagor from O. Simmons and wife.

Recorded April 20,1889

Book 83 of Mortgages page 408.

Satisfied in full on the margin of the record April 19, 1894, by Geo. E. Pinder and duly attested by the County Recorder.

San Jose Abstract & Title Co.

70 NORTH SECOND ST. SAN JOSE, CALIF. CYpress 3-2430

2214 BUSINESS ST.
SAN JOSE, CALIF.
CYpress 4-9503

HAMILTON AT RAMONA
PALO ALTO, CALIF.
DAvenport 3-0051

390 S. MURPHY AVE.
SUNNYVALE, CALIF.
REgent 6-5407

S. Ellsworth and

J. H. Ellsworth

To

The County of Santa Clara,

"a municipal corporation".

#2

see last portion of deed

DEED.

Dated Augt.15,1890.

Cons. $100.

Give, grant, bargain, and sell to said second party, and its successors forever, the right to lay, construct, renew, repair and maintain over and through the lands of said first parties, a water pipe for the purpose of conveying water to be used in sprinkling the roads in the Saratoga Road District in said Santa Clara County, and the right of entering upon and through the lands of first parties, for the purpose of laying, constructing, renewing, repairing and maintaining said pipe, through lands of first parties, as follows:

Beginning at a stake marked E.11 standing on the Easterly line of the piece of land sold by J.H.Ellsworth to the County of Santa Clara, and being hereinafter described, said stake being distant N 49 1/2° E 1.86 chs and N 40 1/2° W 0.15 chs from the common corners for lands of J.H.Ellsworth and S. Ellsworth in the Northerly line of the Saratoga Avenue, and running thence over lands of J.H.Ellsworth , N 10° 50' E. 1.31 chs to stake E.10; N 11° W 1.21 chs to stake E.9 and N 81 1/4° W 0.53 chs to stake E.1 on the Northerly side of the Quito Creek, from which stake a live oak, 30 inches in dia.

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marked B.T E.1 bears S 78 1/4° W 65 lks; thence S 81 1/4° W 1.18 chs to stake E.2 from which a sycamore 60" in dia marked B.T.E.2 bears N 40° W 67 lks; thence S 38 1/4° W 1.00 chs to stake E.3; S 56 1/2° W 0.90 chs to stake E.4. from which a live oak 6" in dia.marked B.T.E.4 bears N 28 1/4° E 48 lks; S 88 1/4° W at 1.55 chs leave lands of J.H.Ellsworth and enter lands of S. Ellsworth, at a point N 12° W 1.22 chs from their common corner in the center of Quito Creek; thence over the latter's land 2.43 chs to stake E 5; S 50 1/4° W 3.14 chs to stake E.6 from which a sycamore 10" in diameter marked B.T E.6 bears N 54 3/4° W 65 lks; N 83 1/2° W 0.81 chs to stake E.7; and S 58 1/2° W 2.24 chs to stake E.8 on the Easterly side of the Quito Creek, the terminus of said line, and from which stake an alder 18" in diameter marked B.T.E.8 bears S 80 1/2° E 40 lks; Courses true. Var. 16 1/2° E.

And the said J.H.Ellsworth further by these presents doth hereby grant,bargain,and sell unto the second party,its successors forever, the following described real estate situate in said Santa Clara County,viz:

20 foot parcel.

Beginning at a stake marked E.13 standing in the Northerly line of the Saratoga Avenue and being distant N 49 1/2°E 1.56 chs from the common corners for lands of S.and J.H.Ellsworth in said Northerly line of said Avenue, and running thence at right angles to said Avenue N 40 1/2° W 20 feet; thence at right angles and parallel to said Avenue N 49 1/2° E 20 feet; thence at right angles S 40 1/2° E 20 feet to a stake marked E.12 standing in the Northerly line of said Avenue and from which a white oak 40 inches in diameter marked

B.T.E .12 bears N 33° W 22 lks; thence along the Northerly line of said Avenue S 49 1/2° W 20 feet to the place of beginning. Courses true. Variation 16 1/2° East.

Said premises being for the purpose of erecting thereupon, a water tank for the purpose of storing water to be used for sprinkling roads in said Saratoga Road District.

Said first party hereby retains the privilege of taking from said tank sufficient water from a one half inch pipe for domestic uses only; said first party agreeing that the water drawn from said pipe shall not be allowed to run to waste during such times as the water is used for sprinkling purposes; said half inch pipe at its connection with the said tank to be two feet from the bottom of said tank, said water may be forced into said tank by Hydraulic ram pressure, and said second party has the right to erect upon said line hereinbefore described, and maintain, renew and repair said rams for said purposes. That during such times as the water in said tanks is not needed for sprinkling purposes, said first parties may use said water for their own uses, and that at all times the said water may be used for a free watering trough at the base of said tank ,said trough to be erected by said first parties and be maintained by them during their pleasure,,said trough to be so situated as to allow free access to said tank by the water wagons.

Acknd. Augt.15,1890

Before C. F. Singletary Co.Clerk

By W. B. Rucker, Deputy Clerk.

(over)

Recorded Augt.18,1890

Liber 129 of Deeds page 227.

John H. Ellsworth

To

George E. Pinder.

MORTGAGE.

Dated April 19,1894

To secure the payment of $1300. one year after date with interest at the rate of 8% per annum payable quarterly or to compound.

Mortgages premises (Same as in Liber 83 of Mortgages page 408 between the parties hereto)

Acknd. April 19,1894

Before John Bell N.P.

Recorded April 19,1894

Book 122 of Mortgages Page 391.

Satisfied in full on the margin of the record April 5. 1899 by Geo E Pinder & duly attested by the County Recorder

Entered by San Jose Abstract Co.

By Howes
SEARCHER.

J. H. Ellsworth

To

County of Santa Clara.

#3

Immediately this instrument was executed by the County Supervisors some time ago a map was made which is not quite correct or exact being taken

GRANT.

Dated Augt.5,1895

Recites, whereas the said second party, desires to take water from Campbell's Creek also known as Quito Creek for County purposes, at a point upon the land of said J.H. Ellsworth which said land is a part of the Quito Rancho and situate in Santa Clara County, and conducting the said water from said point over said Ellsworth's land along the following described line.

Beginning at a stake marked S.C.1 standing on North bank of Campbell Creek at a point from which a sycamore tree bears N 10° W 13 7/10 feet distant and the North West corner of the pumping station bears S 22° 45' E 32.20 feet; thence running along the North bank of said Creek over a flat N 100 feet, N 14° 25' E 150 feet, N 5° 13' W 105 feet; thence N 34°40' E 51 feet crossing creek; thence N 3° 47' E 294 feet, N 8° 23' E 135 feet; N 22° 16''E 65 feet; N 78° 50' E 150 feet; S 69° E 100 feet, S 78° 05' E 100 feet; N 68° 52' E 275 feet to station 15+ 25 from which the North West post of tank frame marked W.P. bears S 22° E 4 feet 7 inches; thence N 59°28' E 50 feet; N 42° 15' E 225 feet; thence N 51° 53' E 23 feet to line between John H. Ellsworth and Joseph Spangler, being situated in the Rancho Quito, Santa Clara County, Cal.

Whereas said second party desires to use a pipe for conveying said water and whereas said second party agrees that said first party shall be permitted to take from said main pipe by means of a one half inch pipe for his domestic use, but not for irrigation and further said second party agrees that said first party may during that part of each year when by reason of rains the County Roads of said Santa Clara Co. are not being watered, use water from said main pipe for irrigation upon said first party's farm and whereas said second party agrees to maintain its hydraulic rams now in said Campbell's Creek on said first party's property in good working order; and whereas the property of said first party over which said main pipe must pass in its above described course will be damaged in the sum of $1500.

Now Therefore in consideration of the payment of said sum named in settlement of the damages above set forth by said second party to said first party, and in consideration of the covenants and agreements above named the said first party hereby grants to second party the right to lay and maintain a main pipe over said first party's property upon the line above described and to increase or diminish the size of said main pipe at any time not to exceed one foot.

To Have and To Hold the said easement unto the said County forever. Provided that said water shall never be used for any other than County purposes, and said easement shall never be aliened nor disposed of by said County, except only at the option of said first party or his heirs, representatives assigns or successors in interest in said real property

over which said easement passes.

Acknd. Augt.5,1895

Before Chas. P. Owen, County Recorder.

By J. D. Canelo, Dpty.

Recorded Sept.16,1895

Book 183 of Deeds page 267.

TAXES.

STATE AND COUNTY.

Fiscal years		
1883 - 84	)	
	)	
____ To ____	:	PAID.
	)	
1897 - 98	)	
1898 - 99	On Land, First installment Paid.	
	Second installment Due and payable. Paid April 5.99. C Beaudet	
	On Mortgage Paid.	
1899 - 1900	Now a Lien.	

NO JUDGMENT LIENS.

The foregoing Continuation consisting of pages 1 to 14 inclusive, made at SAN JOSE, CALIFORNIA, MARCH Thirty-first 1899, at Nine o'clock A.M.

SAN JOSE ABSTRACT COMPANY.

By J W Pitcher Manager.

Are there any ~~more~~ deeds or mtgs of Jos H Bell recorded prior 1900 to date

None